

National Agreement

Between the

General Services Administration (GSA)

And the

American Federation of Government Employees (AFGE)

October 25, 2011

AFGE

Article 25 Flexible Work

Section 1. Basic Work Schedule

A. Definitions

1. "Administrative workweek" is a period of 7 consecutive calendar days, beginning on Sunday.
2. "Hours of work" are the established hours of business for the organization at the employee's post of duty.
3. "Tour of duty" is the schedule of days and hours for which an individual employee must report for duty.

B. The "basic workweek" will be 5 consecutive days of 8 hours each, normally Monday through Friday, except for employees under an alternative work schedule. Normally, employees will be scheduled for 2 consecutive days off, except for those employees changing from one regularly-scheduled workweek to another. Normally, the Agency will provide a 72-hour notice of a change, if possible.

C. The occurrence of holidays shall not affect the designation of the basic work week.

D. The Agency agrees to notify the Union in accordance with the Statute prior to changing the established hours of work or the established tours of duty.

Section 2. Alternative Schedules

A. Application

This section applies to locations where AFGE Bargaining Unit employees are employed.

B. Adverse Agency Impact

- a. When the Union requests, the Agency agree to allow flexible or compressed work schedules in AFGE bargaining units where there is no adverse Agency impact, in accordance with applicable law and regulation. If the Union requests and the Agency determines not to establish a flexible and compressed work schedule at any duty location because of adverse Agency impact, in accordance with applicable law and regulation, Management at the regional level will inform the Regional Vice President and the Parties will follow the procedures in accordance with applicable law and regulation.
- b. If the Agency determines that there is adverse Agency impact in accordance with applicable law and regulation, due to an established flexible or compressed work schedule in any organization within the Agency, the Labor Relations Officer (LRO) at the regional level will inform the Regional Vice President and seek to terminate the schedule as provided in accordance with applicable law and

regulation . If an alternative schedule is terminated, the affected employees will revert to the standard hours of work in effect in their organization unless the Parties have negotiated a different alternative work schedule that will remain in effect.

C. Definitions:

1. "Flexitour"- An established tour of duty which is different from the official hours of work excluding shift schedules.
2. "Flexitime"- A system of scheduling which splits the workday into two distinct kinds of time: core time and flexible time.
3. "Flexible band"- The designated time bands within which an employee may arrive at and depart from work.
4. "Core Time"- The designated time band during which all employees must be on duty unless in an approved leave status or at lunch.
5. "Official Hours of Work" Official hours of work are the standard office hours currently established in the various Regions.
6. "Tardiness"- Employees authorized to follow the flexitime provisions of this article will be tardy if they do not arrive at work by the end of the morning time band.
7. "5/4/9 schedule"- An alternative work schedule under which a full- time employee fulfills an 80- hour biweekly basic work requirement in eight, 9- hour days and one 8- hour day per pay period.
8. "4/10 schedule"- An alternative work schedule under which a full time employee fulfills an 80-hour basic work requirement in four, 10- hour days in each of the two weeks per pay period.
9. "Compressed schedule": -An alternative work schedule under which a full-time employee fulfills an 80- hour biweekly basic work requirement in fewer than ten work days. 5/4/9 and 4/10 are examples of compressed schedules.
10. "Credit Hours"- are hours that an employee elects to work, with supervisory approval, in excess of the employee's basic work requirement under a flexible work schedule.
 - a. Employees must request permission from their supervisors to work Credit Hours. If approved, an employee may work up to two (2) hours per day and no more than eight (8) hours per week.
 - b. The employee and supervisor must agree on the work to be performed during the period that he/she is earning Credit Hours.
 - c. An employee may not carry over more than twenty-four (24) Credit Hours from one pay period to another.
 - d. Credit Hours are distinguished from overtime hours in that they are not officially ordered and approved in advance by Management. (Supervisors may not require employees to work Credit Hours in lieu of overtime or compensatory time.)
 - e. An employee may not be paid overtime pay, Sunday premium pay, or holiday premium pay for Credit Hours.
 - f. The use of earned Credit Hours must be requested and approved in the same manner as annual leave.

- g. Credit Hours will be documented in a manner similar to earned leave.
 - h. Credit hours may not be used for compressed schedules such as 5/4/9 or 4/10.
11. "Maxiflex schedule" - means a type of flexible work schedule that contains core hours on fewer than 10 workdays in the biweekly pay period and in which a full-time employee has a basic work requirement of 80 hours for the biweekly pay period, but in which an employee may vary the number of hours worked on a given workday or the number of hours each week within the limits established for the organization.
- D. The Parties have initiated discussions related to Maxiflex and scheduling options. The Agency will undertake a study of best practices and appropriate ways to amend the Agency's Time and Attendance Policy. The Parties agree they will work collaboratively from the effective date of the contract, until the reopener which will take place, August 2012, on developing best practices, gathering information and considering options for the best approach to hours of work and all existing schedule options. Absent mutual agreement, there will be no changes to the current application of Maxiflex or current schedule options during this study period; all current schedule options including, flexitour, flexitime (which may include Credit Hours), 5/4/9 and/or 4/10 will remain in effect. At that time, the Parties will meet to negotiate Maxiflex and these other alternative work schedule options.
- D. Authorized Schedules
- 1. Employees may choose either a compressed schedule or a flexitime schedule, if agreed to under a regional supplemental Agreement.
 - 2. Either Party at the Regional Level may request to negotiate a supplemental Agreement on flexitour, flexitime (which may include Credit Hours), 5/4/9 and/or 4/10 schedules as defined in this Agreement at locations where bargaining unit employees are located, except that no 4/10 schedules may be negotiated for FAS Distribution Centers (i.e., depots), subject to 4 above.
 - 3. Except as specified, schedules currently in effect will remain in effect at all locations unless and until changed through negotiations.
- E. Productivity
- The Parties agree that alternative schedules should enhance productivity and must be avoided if productivity is adversely affected. The Agency will inform the Union if a positive impact on productivity is not indicated. Prior to making any changes in organizational schedules the Union will be informed and provided an opportunity to negotiate in accordance with the Statute.
- F. Flexitime Schedule
- 1. The following is a sample of a flexitime schedule. However, flexible bands and core time will be negotiated to meet the needs of the particular organization.

(SAMPLE)

8:00 a.m.	Official Office Hours	4:30 p.m.
7:00 a.m. - 8:00 a.m. Flexitime Arrival	8:00 a.m. - 3:30 p.m. Core Time	3:30 p.m.- 4:30 p.m. Flexitime Departure

All Employees must be Present

-
2. Employees may arrive at work at any time during the morning flexible time band and depart after completion of their required number of work hours.
 3. Employees on flexitime must record arrivals and departures. The record must show the employee's name, the date and time of arrival/departure. The Agency will maintain a record of employees' arrivals/departures.
 4. Lunch periods must be taken between 11:00 a.m. and 2:00 p.m. as designated by the supervisor. This means employees must be back at their work station no later than 2:00 p.m. With prior approval of the supervisor, an employee may extend the normal unpaid lunch period and make up the additional time at the end of the day.

G. Compressed Schedules

1. Employees should submit requests for the desired day off or to change their designated day off to their immediate supervisors. Approval by the supervisor will be subject to the exceptions under Paragraph H, below.
2. The Agency agrees to accommodate requests for either a Monday or Friday off, and the request is made a full pay period prior to the requested date, provided there is sufficient staffing to permit the selected day off. If more employees request a given day off than can be accommodated, employees will be requested to identify alternative days off. Conflicts that cannot be resolved informally will be resolved on the basis of seniority determined by Service Computation Date.
3. Employees who elect a compressed work schedule after the initial distribution of off-days will select an available off-day consistent with the needs of the organization.
4. When an employee on a compressed schedule is required to travel or participate in a training course where the hours of work are different than the employee's schedule, or in other unusual cases including emergencies, the employee's supervisor may make adjustments in work hours on a case-by-case basis to obtain 80 hours of work during each pay period.
5. Part-time employees may, under compressed schedules, work nine or ten hours in a day (depending on their schedules) without charging the additional hours to overtime as long as the additional time is part of a regularly scheduled part-time work week.

6. Due to the critical service-oriented mission of the depots, the Parties agree that the compressed schedule may be terminated at the option of the Agency under the following conditions:
 - a. National emergency which requires a change in schedule.
 - b. The priority effectiveness (PE) drops below the level of priority effectiveness existing at the time of implementation of the compressed schedule for a period of fifteen (15) days. However, schedules will not be terminated if the drop in productivity is not related to the operation of the compressed schedules, but rather, is a result of unforeseen circumstances, such as Acts of God, equipment breakdowns, etc.
 - c. There is a significant reduction in staffing.
7. The Parties agree that if there is an adverse impact as described in Section 2G6, above, the schedule will be terminated immediately. If the Union objects to the cancellation, and impasse results, the dispute will be submitted to the Federal Services Impasses Panel. The Panel will determine whether the Agency's determination is supported by the evidence.

H. Exceptions and Changes

1. The mission of GSA must take priority. Because of specific job requirements in some offices, the same degree of personal choice may not be possible for all employees. For example, situations involving employees who work as a team, offices with small staff or limited ceilings, the need for coverage, continuous duty and unusual shift schedule, identification of key employees, etc., may limit the degree of flexibility possible in a particular office.
Determinations of exceptions by Management will be based on the operating needs of the Agency.
2. Managers and supervisors may require employees or groups of employees to go off alternative schedules to meet Agency needs. If such changes are to be made permanent, prior written approval of the appropriate official is required. Supervisors may rearrange work schedules or temporarily suspend the flexible bands due to work exigencies. The employee and the Union will be given as much advance notice as possible.
3. Disputes about application of H1 & 2 above, will be filed and processed as grievances under Article 33, Section 8 and not under Section 6131 of 5 USC 6120. All regional MOUs must conform to this provision.

Section 3. Continuous Duty Employees

Changes in the prescribed basic tour of duty may be scheduled for those employees assigned to jobs that are continuous duty.

- A. A continuous duty employee is one assigned to law enforcement or security duties or which involve the operation of mechanical systems and equipment, and who may not leave his/her assigned place of duty without endangering the operation and safety of the equipment or personnel. Employees who are designated as continuous duty employees shall work 8-hour shifts and shall remain at their duty stations until properly relieved.
- B. A tour of duty shall not extend for a period in excess of 5 consecutive 8-hour days, and the two sign-off days shall be consecutive except for those employees changing from one regularly scheduled workweek to another.
- C. Tours of duty shall be scheduled and posted at least two weeks in advance. Necessary changes in tour of duty will be posted in work areas 72 hours prior to the beginning of the normal workweek affected if possible.
- D. Continuous duty employees will rest and eat their meals at their duty stations provided it does not interfere with their duties.

Section 4. Rest Periods

- A. Rest periods of fifteen (15) minutes shall be provided for each four (4) hours of work for employees who work eight (8) hour tours of duty. The rest period will normally occur in the middle of each four (4) hour work period. Employees who work four (4) hour shifts will have no more than one fifteen (15) minute rest period. Similar adjustments will be made for employees who work on other than the normal eight (8) hour tour of duty.
- B. Rest periods are hours of duty and normally may not be accumulated for later use.
- C. Rest periods for continuous duty employees are covered in Section 3.
- D. Depending on local circumstances, employees will be allowed additional time to reach the Management-designated break site. If employees take their breaks at another site, they will not be allowed additional time.

Section 5. Changing Tours of Duty

Tours of duty for personnel in various organizational segments shall be posted on bulletin boards located in the related work areas. Changes in a tour of duty will be made in accordance with applicable government-wide regulations. The Agency will provide a 72-hour notice of a change, if possible.

Section 6. Overtime

- A. Management will make every reasonable effort to distribute overtime on a fair and equitable basis among qualified employees and will not use it as reward or punishment. The Agency will schedule overtime based on an equitable rotation system among employees qualified to perform the work. Employees who fall below the established productivity standard for satisfactory performance for thirty (30) days or more will not be eligible for overtime. An employee will be restored to the rotation system after he/she satisfactorily meets productivity standards for a thirty (30) day period.
- B. A roster of overtime will be maintained by the Agency on a current basis for the preceding twelve (12) months and shall record all overtime assignments on an hourly basis. The roster may be reviewed by unit employees or the Union. Each opportunity to work overtime will be noted on the roster and initialed by the employee.
- C. Except for emergencies, overtime will be offered to qualified employees on a voluntary basis. However, if the number of qualified volunteers is fewer than the number of workers needed and immediately available, overtime will be assigned in accordance with the rotation system.
- D. Employees may request relief from overtime assignment. When another qualified employee is available for assignment, the employee's request will be granted. When all employees request relief, the supervisor will determine who will receive the overtime assignment in accordance with the rotation system.
- E. Employees will be compensated for overtime work in accordance with appropriate laws and regulations.
- F. Employees called back to work on a work day or non-work day will be compensated for a minimum of 2 hours overtime work.
- G. Employees shall be authorized to work overtime in 6-minute increments. Employees' overtime computation will be rounded off to the next higher increment of six (6) minutes.
- H. A nonexempt employee shall receive compensation benefits and privileges under the Fair Labor Standards Act.
- I. Consistent with applicable laws and regulations, an eligible employee may request compensatory time off instead of payment of overtime. The earning of compensatory time and the scheduling of its use is subject to the requirements of the position as determined by Management. If compensatory time off is granted, it may be used in a manner similar to annual leave.

J. Overtime work under AWS:

1. Flexible Work Schedules. For exempt employees, overtime work consists of hours of work that are officially ordered in advance and in excess of 8 hours in a day or 40 hours in a week, but does not include hours that are worked voluntarily, including Credit Hours or hours that an employee is "suffered or permitted" to work which are not officially ordered in advance. For nonexempt employees, all time spent by an employee performing an activity for the benefit of an Agency and under the control or direction of the Agency is considered hours of work, including time during which an employee is "suffered or permitted" to work.
2. Compressed Work Schedules. For a full-time employee, overtime work consists of all hours of work in excess of the established compressed work schedule. Conditions of approval are the same as those described in J1 above.

Section 7. Time Spent on Standby Duty or in an On-Call Status

- A. An employee will be considered on duty and time spent on standby duty shall be considered hours of work if:
1. The employee is restricted to the Agency's premises, or so close thereto that the employee cannot use the time effectively for his or her own purposes; or
 2. The employee, although not restricted to the Agency's premises:
 - i. Is restricted to his or her living quarters or designated post of duty;
 - ii. Has his/her activities substantially limited; and
 - iii. Is required to remain in a state of readiness to perform work.
- B. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:
1. The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; or
 2. The employee is allowed to make arrangements such that any work, which may arise during the on-call period, will be performed by another person.
- C. Normally, volunteers will be used to perform on-call duty before assigning such duty to non-volunteers.
- D. Scheduled on-call will be rotated among qualified employees in a work unit. Records of on-call shall be maintained by Management and made available to the Union upon request.

Section 8. Clean-Up Time

The Agency will provide reasonable time, depending upon the nature of the work being performed and the location of the work site, for employees to clean up prior to lunch and the end of the workday.

Section 9. Telework Program

The Parties will follow GSA Order HCO 6040.1 (The Agency Mobility and Telework Policy), dated October 31, 2011, as modified by this Section.

- A. The Agency Mobility and Telework Policy establishes the foundation from which the Agency will enable an optimally responsive and productive workforce in delivering best value, services, and products to our customers and the American people through employee mobility and telework. This Policy applies to all Agency components, all Agency employees, and is designed to provide the structure needed for effective implementation and operation of telework for the Agency. Successful telework requires collaboration between employees, their supervisors and impacted work groups and each has responsibilities for successful implementation. Organizations must ensure compliance with the provisions of this Policy, supporting Agency guidance, and fulfillment of applicable labor relations obligations.
- B. Telework is critical to:
 - A. Performance based business outcomes for individuals and work teams;
 - B. Continuity Of Operations Planning (COOP) and Business Continuity Plan;
 - C. Sustainability; and
 - D. Employee balance of work and non-work responsibilities.

The Agency is committed to providing reasonable accommodation to ensure that individuals with disabilities enjoy full access to equal employment opportunity at the Agency. Telework is one of many types of accommodations supporting equal employment opportunities. Employees seeking a reasonable accommodation are required to follow procedures outlined in ADM P 2300.3 Policy and procedures for providing reasonable accommodation for individuals with disabilities, found at the Agency's internal website under the area of Directives.

- C. The Agency supports the broadest possible use of telework, up to and including full-time telework, by eligible Agency employees, if the available technological components, resources and equipment are suitable for the work effort and the employee is aware of and agrees to his/her responsibilities related to telework.

It is the responsibility of the employee to safeguard secure materials, including Personally Identifiable Information (PII).

Eligible employees may telework up to the maximum extent possible without diminished employee or organizational performance. Eligible employees (defined in paragraph 7) may:

- a. Choose to telework;
- b. Decline to telework;
- c. Select the alternative worksite(s) from which to telework; and
- d. Be required to telework in the event of an emergency or other unforeseen situation that prevents access to the agency worksite.

The appropriateness of telework and the amount of telework is a joint decision between the supervisor and the employee.

D. Definitions

Worksite:

- A. "Agency worksite" - the regular worksite for the employee's position of record; the physical address or place where the employee would work if not teleworking.
- B. "Alternative officing" - a work arrangement in which an employee has no dedicated/assigned workspace at the regular (Agency) worksite, but instead uses one of the following arrangements when working at that location:
 1. "Desk-Sharing" - an arrangement in which two or more employees share use of a single workspace where each employee has a designated day or time for use of the workspace;
 2. "Hoteling" - an arrangement where employees use non-dedicated, non-permanent workspaces assigned for use by reservation on an as-needed basis;
 3. "Hot-Desking" (also known as "free address" or "touchdown workstations") - an arrangement in which employees use non-dedicated, non-permanent workspaces assigned on an unreserved first come, first served basis (typically drop-in).
- C. "Alternative worksite" - worksite other than the Agency worksite, including employee's residence or other work location. Alternative worksites may include, but are not limited to libraries, telework centers, and other business appropriate locations that support productive work and provide an environment, connectivity, and security appropriate to the work effort.
- D. "Employing organization" - the specific organizational unit within the Agency to which the employee reports as listed in the official Human Resources (HR) Documents located in the Human Resources Information Technology System.

E. "Official Worksite/Duty Station" - pursuant to the OPM's definition, official worksite is the location where the employee regularly performs his or her official work duties. Changes in an employee's official worksite may affect employee pay, locality pay and travel funding responsibilities and must be processed by the servicing Human Resources Office (HRO).

1. Designation of the official worksite must be assessed on a case-by-case basis using the following considerations:

a. The official worksite is the location of the Agency worksite for the employee's position - the place where the employee would normally work if not teleworking - as long as the employee is scheduled to report physically at least twice each biweekly pay period to that Agency worksite;

b. The official worksite for an employee who is not scheduled to report at least twice a biweekly pay period to the Agency worksite (includes virtual workers/full time teleworkers) is the location of the alternative worksite (except in certain temporary duty situations);

c. The official worksite for an employee whose work location varies on a recurring basis (mobile work), and who does not report at least twice each biweekly pay period to the Agency worksite, is the Agency worksite, as long as the employee is performing work within the same geographic area (established for the purpose of a given pay entitlement) as the Agency worksite.

F. "Telework Center" - a facility established for use by teleworkers. Telework Centers may be fee-based and employee use of such a (fee-based) facility must have prior supervisory approval to commit Agency funding.

G. "Virtual Officing/Distributed Work Environment"- a work arrangement in which a work group, team, or organization has no permanent physical worksite (building or other physical location) to which the employees report for meetings or other work related matters. Instead, the work setting is characterized by employees using a communications medium such as computer network access and/or other communications applications that enable collaborative work and/or other interpersonal business interactions. The physical locations of employees working in a virtual office may be any alternative worksite.

H. "Emergency situation" - a planned or unplanned event, incident or circumstance that interrupts or compromises operations at, or travel to or from

the Agency or alternative worksite. May include a range of situations including, but not limited to civil disruptions, inclement weather and associated travel conditions, national security situations, natural disaster, public health emergencies, power outages, unusual traffic situations, water main breaks, or other incidents where access to the Agency or alternative worksite is compromised. Emergency situations include but are not limited to those that result in an official announcement of an operating status under which unscheduled telework is allowed, as defined below. Emergency situations that rise to the level of COOP activation fall outside of telework policy, as outlined in paragraph 11.

- I. “Mobile Work” - work which is characterized by regular travel to and work in customer or target [designated] worksites as opposed to the Agency worksite. Mobile work may consist of work such as site audits, site inspections, investigations, and property management. It is distinguished from telework in that the work being done by the employee is specific to a target site or location. Mobile work may be combined with telework.
- J. “Remote Worker” – an employee whose official worksite (duty station) is an Agency or federal facility other than the location of the owning organization. For example, an employee who works for a GSA Central Office organization, but whose official worksite (duty station) is a regional office building, is a remote worker. Remote workers are not teleworkers.
- K. “Telework”- a work arrangement that allows an employee to conduct work, during any part of regular, paid hours, at an alternative worksite, as defined above. Telework does not include:
 - 1. Any part of work done while on official travel (travel regulations and policy takes precedence over telework);
 - 2. Work done while commuting to and from work (except as stipulated in paragraph 8.g.iv);
 - 3. Mobile work as defined above (including site audits, site inspections, investigations, and property management); or
 - 4. Extended work (work done outside of regular, paid hours of duty).
- L. “Unscheduled Telework” - a means for Agency employees to continue work operations and maintain productivity during emergency or other unforeseen situations, e.g., inclement weather. Unscheduled telework allows eligible employees to telework without previous supervisory approval in response to specific announcements by OPM or other local government deciding/authorizing officials regarding emergency or other unforeseen

situations. Employees utilizing unscheduled telework are required to notify their supervisor or designee within the locally- prescribed amount of time.

1. Employees not eligible for telework or who do not have work, resources, or an appropriate environment to telework in the event of an announcement of Unscheduled Telework, and who choose not to commute to the Agency worksite, may choose to cover the period of time specified in the Unscheduled Telework announcement by:

- a. Using available appropriate leave;
- b. Using earned compensatory time off;
- c. Using credit hours (if permitted);
- d. Using Leave Without Pay (LWOP); or
- e. Subject to supervisory approval, rescheduling their alternative work schedule (AWS) day off.

M. "Virtual Worker" - a full- time teleworker whose official worksite (duty station) is an alternative worksite. The alternative worksite may be inside or outside the local commuting area of the Agency worksite and include such places as the employee's residence.

N. Employees in a telework status are to be treated the same as all other employees for Fair Labor Standards Act and all other overtime purposes.

O. "Telework Agreement" - a documented agreement completed collaboratively by an employee and their supervisor or designee. The Agreement details the specific terms, conditions, responsibilities and technical requirements of the employee and supervisor. The Agreement is also used to assess information technology and telecommunications needs and capabilities.

E. Eligibility

A. All bargaining unit employees are eligible for telework, with the exceptions outlined in paragraph (b).

B. In certain specific situations based on the criteria below, as set forth in The Telework Enhancement Act of 2010, positions or employees may be identified as ineligible for telework as follows:

1. An employee in a position that requires, on a daily, every work day, basis:
 - a. Direct handling of secure materials determined to be inappropriate for telework by the Administrator of General Services or designee. Secure materials are those materials (a) for which there exists a written policy (at the Government, Agency or organizational level) restricting the use/access

outside of a specific government installation or area within a government installation, (b) for which appropriate mitigating IT security measures do not exist. Secure materials may include PII.

- C. In emergency or other unforeseen situations, an employee in such a position may be required to telework to the extent possible without accessing secure materials. This may include other duties as assigned including, but not limited to self-paced and/or on-line training.
1. On-site work effort activity that cannot be handled remotely or at an alternative worksite.
 2. In certain specific situations based on the criteria below, as set forth in The Telework Enhancement Act of 2010, positions or employees may be identified ineligible for telework under any circumstance for conduct resulting in the employee being officially disciplined with a warning, reprimand, suspension or removal, for:
 - a. Being absent without leave (AWOL) for more than five (5) days in any calendar year; or
 - b. Violations of subpart G of the Standard of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.
 3. Employees disciplined for conduct identified in 7.b.ii above are ineligible for telework under any circumstances, including emergency situations including COOP activation. In such cases the employee must be provided with alternative officing in an Agency location or offered administrative leave until such time as official alternative officing in an Agency or other federal location is available.
 4. An employee may be considered ineligible for telework in the event telework can be demonstrated to have resulted in diminished individual or organizational performance. In such situations, the supervisor and employee must prepare a plan for performance improvement with a goal of returning the employee to telework eligibility.
- D. All GSA job announcements will indicate whether the position is eligible for telework, based on the criteria in paragraph 7.b.i above.

- E. All employees regardless of their tenure or designation (e.g. intern or detail) are eligible to telework pursuant to the criteria in paragraphs 7.a and 7.b above.
- F. The limitations on eligibility even in emergency or other unforeseen situations set forth in paragraph 7.b.ii above are not intended to constitute an exhaustive listing of all of the possible reasons for limiting or restricting telework.

F. Terms of telework participation

- A. Telework is voluntary except in certain emergency situations.
 - 1. Based on the eligibility criteria in paragraph 7, employees may choose to telework or decline to telework.
 - 2. The appropriateness of telework and amount of telework is a joint decision between the supervisor and the employee.
 - 3. Employees may not be required to telework, except in response to emergency situations as defined in paragraph 6, and subject to statutory exceptions.
 - 4. The requirement to telework in response to emergency situations must be reflected in the employee's Telework Agreement.
- B. All bargaining unit employees are required to complete a Telework Agreement.
 - 1. Employees who decline to telework will complete a Telework Agreement and may be required to telework in an emergency situation as defined in paragraph 6.
 - 2. Employees whose positions are determined to be ineligible to telework based on criteria set forth in paragraph 7.b.i. will complete a Telework Agreement and may be required to telework in emergency situations.
 - 3. Employees determined to be ineligible to telework based on the criteria set forth in paragraph 7.b.ii will complete a Telework Agreement indicating that they are ineligible to telework, and will not be required to telework in emergency situations.
- C. Subject to space and availability at the Agency worksite, employees utilizing an assigned workspace for two or fewer days per week may be required to participate in alternative officing as defined in paragraph 6. Employees utilizing an assigned workspace for more than two days per week may volunteer for alternative officing.
- D. Supervisors and teleworkers will ensure that telework does not place a hardship or extra workload on other employees.

E. Supervisors will be responsible and accountable, pursuant to The Telework Enhancement Act of 2010 and this Agreement, for treating all employees, whether teleworking or not, the same (refraining from treating employees differently based on their decision to participate in telework or not) for purposes of all decisions involving managerial discretion, including but not limited to:

1. Distribution of assignments among all employees in the work unit, whether working at the Agency worksite or at alternative worksites.
2. Use of appropriate work tracking and communication tools, provided they are required of all employees in the work unit, regardless of whether they telework. Supervisors may not impose specific reporting requirements or other unique requirements on teleworkers.
3. Performance management. Good performance management practices, including appropriate formal and informal feedback, are essential for all employees to work effectively. As outlined in GSA's performance appraisal system policy for all bargaining unit employees, performance standards are to be based on results and describe the quantity, quality and timeliness of expected work products and the method of evaluation. All bargaining unit employees (teleworkers and non-teleworkers) must complete work satisfactorily and in accordance with performance standards and guidelines in their performance plan.
4. Treatment of teleworkers and non-teleworkers for purposes of other issues involving managerial discretion, including training, reassignment, promotions, reduction in grade, retention and removal of employees.

F. Employee responsibilities include:

While teleworking, employees are in an official duty status. Failure to adhere to applicable policy may result in, among other things, the imposition of specific limitations on telework, the termination of a Telework Agreement, and/or other penalties as outlined in the Agency's discipline policy

1. Union representatives who telework while performing union activities (during which they are not in an official GSA duty status) are responsible for adhering to applicable policies and the Telework MOU (November 16, 2010) consistent with their performance of Union activities at the Agency or alternative worksite.

2. It is the employee's responsibility to ensure that the alternative worksite provides the work environment, connectivity, technology, resource access, and security consistent with the work effort in which the employee is engaged. Supervisors retain the authority to overrule an employee's selection of a particular alternative worksite location if in the supervisor's opinion that location is not a business appropriate location and/or fails to provide a working environment compliant with the conditions outlined in this Policy.
3. As outlined in paragraph 15.f, employees are expected to procure and provide internet service appropriate to the work effort at their own expense. An exception to this rule can be found in Section 13F.I.
4. Employees are responsible for meeting organizational and work team requirements, including but not limited to all requirements regarding communication, accessibility, and collaboration.
5. Employees are responsible for maintaining flexibility and responsiveness to the needs of the supervisor, employing organization and work team. As with all work, employees are accountable for required individual contributions to the efforts of their work team, and must communicate and collaborate as appropriate with team members, ensuring that telework supports the work of the team and does not result in diminished individual, group/team or organizational performance.
6. Employees may be required to report to the Agency worksite, or other required location, pursuant to legitimate Agency needs, for all or part of the workday during which they would otherwise telework. Cases of cancelled or interrupted plans to telework require appropriate advance notice to the employee, as outlined in the Telework Agreement. Such cases do not (a) constitute a termination of the telework arrangement or (b) entitle the employee to a "replacement" or "in lieu of" telework day.
7. Employees are responsible for documenting their telework in accordance with established processes, including Agency-determined codes and tracking/reporting processes, e.g., completion and submission of time sheets or entering telework codes in GSA's electronic time and attendance system.
8. Telework is work time (hours of duty) and is not to be used for any purposes other than official duties. There is no prohibition against the presence of dependents, home service or maintenance providers, or others, at the alternative worksite during work hours.

9. HR rules are unchanged by telework. The governing rules, regulations, and policies concerning time and attendance, leave, compensatory time, and overtime remain in effect, regardless of whether the employee works at the Agency worksite or alternative worksite.
10. Management is responsible and accountable for supervising work in accordance with the FLSA. All employees (teleworking or not) are required to follow established office practices, Agency policies and law for requesting and obtaining approval of leave, overtime, or any change to the work schedule.
11. Commuting time from home to work and from work to home is not hours of work and is not compensable, except:
 - a. A FLSA non-exempt employee may be compensated for commuting time if he or she is officially directed to perform work while commuting (e.g., productive work of a significant nature that is an integral and indispensable part of the employee's principal activities);
 - b. A FLSA-exempt employee's commuting time may be hours of work if he or she is officially directed to perform work while commuting.

G. Alternative Work Schedules (AWS). Employees may work approved AWS as set forth in this Agreement in combination with telework without restriction to either arrangement (telework/AWS) if consistent with organizational and work team needs.

H. Telework in Emergency Situations. Agency or building closures to the public, delayed arrivals or early dismissals due to emergency or other unforeseen situations as defined in paragraph 6 do not normally affect the employee's ability to work at an alternative worksite. Teleworkers will continue to work during these situations and will not be granted administrative leave. However, if conditions at the Agency impact the ability to work at alternative worksites (e.g., the servers are shut down), employees working at alternative worksites will be treated in the same manner as those at the Agency worksite. If these conditions limit the employee's ability to perform their duties, supervisors will grant requests for unscheduled annual leave and will consider requests for administrative leave consistent with employees not in a telework status.

Teleworkers may be granted administrative leave in the following emergency situations (1) early dismissal, late arrivals or closure situations in which both the Agency worksite and the alternative worksite are inaccessible/unavailable, or (2) situations in which the teleworker's duties are such that he or she cannot continue to work without contact with the Agency worksite.

- I. Use of Unscheduled Telework. Eligible employees may use unscheduled telework (as defined in paragraph 6) when an official announcement is made (by OPM, the local Federal Executive Board (FEB), RA, or other authorized official) of an operating status allowing Unscheduled Telework. Operating status announcements allowing unscheduled telework are:

1. Open with option for unscheduled leave or unscheduled telework;
2. Open with (as specified) hour delayed arrival with option for unscheduled leave or unscheduled telework;
3. Federal Offices are closed to the public.

When one of these operating status announcements is made, telework- eligible employees may choose:

1. To telework (announcements shown at 8.j.i, 8.j.ii, or 8.j.iii);
2. To commute to the Agency worksite within the parameters of the official announcement (announcements shown at 8.j.i and 8.j.ii);
3. To request appropriate leave, earned compensatory time off, credit hours (if permitted), LWOP, or subject to supervisory approval, reschedule their AWS day off (announcements shown at 8.j.i, 8.j.ii, or 8.j.iii).

J. Telework Agreement

- a. Telework Agreements remain in effect indefinitely, but may be modified in accordance with an employee's request to telework, changes in position eligibility or employee eligibility, or to address the impact of telework on individual or organizational performance.
- b. The Telework Agreement is signed by the employee, the employee's supervisor and approved by the HSSO, RA, RC, IT manager, or designee. This authority may be delegated at the discretion of individual HSSOs, RAs or RCs, pursuant to paragraph 5.

K. Telework Management Panels

The Telework Management Panels established under the Policy, do not apply to employees in the AFGE bargaining unit. Any disputes concerning telework issues will be discussed at the quarterly AFGE Labor-Management meetings or through the negotiated grievance procedure.

L. Continuity of Operations Plan (COOP) and Business Continuity Plan

Activated COOP involvement supersedes the telework program in this Agreement

M. Safety

- a. The Agency encourages a proactive approach by teleworkers to ensure safe alternative worksites as well as safe work habits.
- b. While in the act of performing official duties at an alternative worksite, teleworkers may be covered by the Military Personnel and Civilian Employees Claims Act of 1964, Federal Tort Claims Act, or the Federal Employees' Compensation Act (FECA) for injuries suffered by teleworkers.

N. **Telework training** GSA telework training, as required by The Telework Enhancement Act of 2010 and specified by the Agency Telework Managing Official (TMO), is required for all employees. Employees are required to complete GSA telework training as part of the Telework Agreement development and approval process and to undertake such refresher or modified training as may be specified by the TMO.

O. The default format for all internal Agency meetings (whether local or long distance) will include the option of virtual attendance when practicable. If virtual attendance is not practicable, employees may be required to report to the worksite .

P. Information Technology (IT)

- a. The Agency will provide and support one computer per employee. No additional computer will be provided for telework.
- b. Agency employees are responsible and accountable for reading, understanding, and complying with the IT Security Home User's Guide . (See paragraph 15.h).
- c. Employees have a continuing responsibility to safeguard government property and are responsible for the care, security and effective utilization of the government property, including computers and related equipment, they use to perform official duties. Employees may be financially liable for the property if it is stolen, damaged, lost or destroyed as a result of negligence, improper use or other willful actions.

- 1. Office of the Chief Information Officer (OCIO) Local Support will not provide equipment installation outside an Agency worksite. Teleworkers will be provided with installation instructions and all required software will be installed at an Agency worksite (or by remote control) by OCIO Local Support. Teleworkers will be expected to plug in cables, add paper and ink/toner and perform basic user maintenance on their own at the alternative worksite. If

additional maintenance or repair is required, the teleworker may be required to:

1. Bring the GSA-provided equipment to an Agency worksite, or
 2. Ship the product as directed by the GSA service desk, to a location where an IT technician can provide complete support of the device.
2. Employees who telework are expected to provide their own printers or other peripherals, if required to successfully telework. Services/Staff Offices retain the option, on a case-by-case basis, to pay for an employee's printer or other peripheral, depending on job requirement, business need, and funding availability, particularly for those employees who are full time teleworkers or whose Agency worksite is not in a GSA facility. Services/Staff Offices will be expected to fund any peripherals they desire for their teleworkers out of business line funds, as funding for these non-standard devices is outside of the S/SO OCIO MOU funding model.
3. Issuance of equipment such as cellular phones, smart phones (e.g., BlackBerry), or other mobile devices is based on job requirements. Employees whose jobs require such equipment must request it through a Service Catalog request for approval by his/her supervisor
4. Teleworkers may use non-Agency provided computers and peripherals (printers, etc). Teleworkers using non-Agency provided equipment are responsible for its service and maintenance. The IT Service Desk will provide only basic connectivity support, and will not troubleshoot or repair non-Agency provided equipment. Teleworkers should also be aware that access to IT resources, applications, networks, etc., may be limited for those working from non-Agency provided equipment, thereby limiting the effectiveness of their telework experience.
5. Teleworkers using non-Agency provided computers must:
 1. Enable an up-to-date commercially available firewall;
 2. Have installed an up-to-date version of a commercially-available virus scan product; and

3. Maintain current security (patch) levels for the computer's operating system and any application software prior to connecting to the Agency network.
6. Teleworkers may request that printer driver software be installed on their Agency-issued laptop via a Service Desk ticket, to enable them to use non-GSA provided printers while teleworking. The Agency will not issue toner/ink or paper for employees using non-Agency provided printers.
7. GSA's OCIO retains ownership and control of all Agency-provided IT hardware, software and peripherals and is responsible for maintaining, providing support for and repairing the equipment regardless of whether it is used in an Agency worksite or at an alternative worksite. IT support for Agency-provided equipment is provided by Agency IT employees or authorized contractors.
8. When an IT issue cannot be resolved remotely, employees working at alternative worksites may be directed to bring their Agency-provided devices to the nearest Agency worksite, or to ship the product, as directed by the GSA service desk, where local support and/or replacement parts can be dispatched. The Agency will not provide on-site IT support at alternative worksites.
9. Support for teleworkers using telework centers or similar facilities is dependent on whether the teleworker is using telework center supplied computers or using a GSA-provided computer and just plugging into a network jack at the telework center. Teleworkers using telework center supplied computers must obtain support from the Telework Center and not from the national IT Service Desk. Teleworkers using their Agency-provided laptop and simply plugging into a network jack at the telework center should contact the GSA IT Service Desk for support.
10. Teleworkers whose positions require access to Agency electronic files or business applications are expected to personally provide internet service. Services/Staff Offices retain the option, on a case-by-case basis, to pay for employee's internet service, depending on job requirement, business case and funding availability, particularly for those employees who are full time teleworkers or whose official duty station is not in an Agency worksite. To enable maximum productivity, a 'persistent' broadband internet connection such as cable, DSL or Verizon FiOS is required for all teleworkers. Dial up, and tethering, e.g., BlackBerry, is not acceptable as a regular telework communications solution.

11. If high-speed internet service is not available, and lack of remote access would adversely impact an employee's productivity, alternative options, including the use of telework centers, should be explored with the local IT manager and management, as appropriate.
12. Regular Agency IT security requirements apply to telework. (See paragraph 15(h)). Teleworkers are responsible for reading, understanding and complying with these requirements, regardless of where this equipment is used, including alternative worksites. These policies are available on the Agency internal website.
13. Any Agency-provided IT device or electronic media discovered lost or stolen must be immediately reported to the appropriate Information System Security Officer (ISSO) or the employee's OCIO IT Manager, as stipulated in the current IT Security Incident Handling Guide. If the incident occurs outside of business hours, initial notification should be to the IT Service Desk. This is vital, both to ensure that appropriate Agency personnel are aware of the potential data breach, as well as to attempt to recover the lost or stolen GSA IT asset.
14. Employees who access any Agency data through wireless local area networks, either at an alternative worksite or at a contractor facility, must comply with current Agency security policy.
.
15. Employees accessing the Agency network through an Agency Virtual Private Network (VPN) connection must allow a full Agency security scan of the accessing computer that checks for the presence of a running, installed firewall, up-to-date virus protection software and up-to-date security patches. This Agency security scan is a process that will run every time a VPN enabled computer connects to the Agency network. The Agency security scan will verify that no malicious software (e.g., trojans, worms, malware, spyware, etc.) is present on the computer. Computers (Agency, and non- Agency -provided) that fail this scan will not be allowed access to the Agency network.
16. Only employees and authorized contractors are allowed to use GSA-provided computers, an Agency VPN connection, or an Agency -provided internet connection. Employees may not, under any circumstances, allow any unauthorized personnel (including family members or friends) to use an Agency -provided computer, or to connect to the Agency network via any means.

17. All remote access connections into the Agency network will automatically terminate within 30 minutes of “inactivity”. Inactivity is defined as no mouse movement or clicks or keyboard keys pressed within a set period. When an employee is logged onto the Agency network via VPN or Citrix and will not be working on the computer for a period of time to exceed 30 minutes, the employee should log off of all applications to ensure that unsaved data is not lost.

Q. Reporting Requirements

- a. The Agency will establish reporting requirements in accordance with OPM and Agency-determined data collection elements and metrics.
- b. Employees and supervisors will monitor, track and report telework as required by the Agency in support of this policy.

AFGE

Article 26

Leave

Section 1. General

Employees may charge annual and sick leave usage in increments of 6 minutes.

Section 2. Annual Leave

- A. It is agreed that the use of accrued annual leave is a right rather than a privilege, subject to Management's approval.
- B. Consistent with the needs of the employee and the Agency, annual leave requested in advance will be approved. Except in the event of an emergency or a serious work interruption, annual leave which has been approved will not be cancelled. The supervisor canceling approved annual leave will make every effort to reschedule the leave at times desired by the employee.
- C. Consistent with the needs of the employee and the Agency, Management will approve annual leave requests for up to 30 consecutive days.
- D. Employees may submit requests for projected annual leave for increments of 32 hours or more by the end of January, each year of this contract, for the remainder of the leave year. By the end of February of each year, the Agency shall prepare a written annual leave schedule showing all approved annual leave as requested under this section. The official copy shall be kept on file.
- E.
 - 1. Conflicts between annual leave requests for vacations which are submitted in accordance with Section 2 D, if not resolved informally, will be resolved in favor of the requester with the most seniority by Service Computation Date (SCD). If both persons have the same SCD, then the one with the most accrued leave will get the requested leave.
 - 2. Other conflicts between annual leave requests, when the requests are submitted at the same time, will be resolved in favor of the requester with the most "use or lose" leave.
- F. Accrued annual leave may be granted as of the first day of employment to those employees whose appointments are for 90 calendar days or longer.

- G. Management may grant advanced annual leave upon request of an employee under the following circumstances:
1. The employee must be able to repay the advanced leave (out of future earned leave) within a reasonable period of time and not later than by the end of the year.
 2. At the time of approval, it is anticipated that the employee will remain with GSA until the advance is repaid.
 3. Advanced annual leave will not exceed the number of hours in the employee's biweekly tour of duty.
 4. Unless prevented by workload requirements or work exigencies, and in order to accommodate the possibility of leave scheduling conflicts during a calendar year. Management will normally grant requests for advanced annual leave, under the conditions in 1, 2, and 3 above.
- H. Requests for advanced annual leave exceeding the amount allowed under G3 above may be granted to accommodate an employee who is confronted with an emergency or other exceptional circumstance.
- I. Consistent with the needs of the employee and the Agency, Management will give favorable consideration to requests for annual leave on the day following a holiday (e.g., Thanksgiving).

Section 3. Administrative Absences

- A. When the appropriate authority has determined that there is a need for early dismissal of Federal employees, employees who are in an actual duty status and not in a telework status shall be excused without charge to annual leave. For treatment of employees in a telework status in such situations, refer to Article 26, Section 9. An employee is considered to be in an actual duty status if the employee is:
1. Actually on duty at the time of dismissal,
 2. Excused from duty at the time of dismissal with an expected return to duty before the close of the business day, or
 3. On duty and departed on annual leave after official word was received but before the time set for dismissal.
- B. When hazardous or other extraordinary circumstances develop during non-work hours and an appropriate authority has determined that Federal employees should not report to the official duty station, employees can be given the option of: 1) excused absence at the discretion of the Agency, 2) telework, 3) liberal leave or 4) reporting to an alternate site.
- C. Subsections A and B of this section shall not apply to employees who are required to report for duty on any occasion when other employees are excused or are dismissed from work because of hazardous weather conditions, in accordance with current

Management regulations and orders, or if the employees are needed for essential operations.

- D. All employees are expected to make reasonable adjustments in their arrangements for getting to work when it is anticipated that hazardous or other extraordinary circumstances which disrupt public or private transportation may complicate the arrival of employees at their post of duty. During hazardous weather conditions when there is no closure or when there are major disruptions in public transportation which prevents the unit employee from reporting to work on time, the employee will contact the appropriate leave-approving official as soon as possible but not later than two (2) hours after his/her scheduled reporting time. Supervisors may excuse tardiness on a case-by-case basis.
- E. An employee who has been properly charged annual leave or leave without pay may request that the leave charge be rescinded. The decision will be made depending on individual circumstances and will be based upon whether the employee made a reasonable effort to get to work. Determining factors in this decision include:
 - Distance between the employee's residence and place of work;
 - Mode of transportation normally used;
 - Efforts by the employee to get to work; and
 - Success other employees similarly situated had in being able to report to work.

Section 4. Sick Leave

- A. Employees shall accrue sick leave in accordance with applicable statutes and regulations.
- B. Subject to current law and regulations, an employee seriously injured or ill may draw on his/her anticipated future sick leave accruals if the disability surpasses his/her current accumulation. A maximum of thirty (30) days' sick leave may be advanced under these circumstances. Applications for advanced sick leave must be supported by a medical certificate signed by a physician or practitioner.
- C. The provisions of this section apply to employees who must absent themselves from work because of:
 - 1. Physical or mental incapacitation which prohibits the performance of his/her official duties,
 - 2. Exposure to a contagious disease that would endanger the health of co-workers,
 - 3. Presence of a contagious disease in an employee's immediate family that requires his/her personal care,
 - 4. Dental, optical, or medical examination or treatment,
 - 5. Temporary incapacitation, prescribed rest period, and physical examination due to pregnancy, or
 - 6. Other purposes covered by sick leave or FMLA regulations.

- D. An employee is entitled to use sick leave for absences from duty meeting the criteria in subsection C of this Section. When the use of sick leave can be scheduled in advance, e.g., for routine medical or dental appointments, the employee will do so. When advance scheduling of sick leave is not possible, the employee will contact the appropriate leave-approving official within two (2) hours after his/her scheduled reporting time, except in the event of an emergency. When the employee is aware that the absence will extend for more than one day, he/she may advise the leave-approving official at the time of contact and request sick leave for more than one day. If the employee does not anticipate such additional absence and does not receive approval in advance, he/she must contact the leave-approving official within two (2) hours after his/her scheduled reporting time on each day of such additional absence. If the leave-approving official is not available during the two (2) hour time frame or the employee is unable to contact the leave-approving official, then Section 7 (Unauthorized Absences) of this Article will apply.
- E. If Management possesses sufficient facts to reasonably believe that an employee is abusing sick leave, Management can require medical certificates for the disputed period and for subsequent sick leave requests. Management may also require medical certification for absences of four (4) or more consecutive workdays. Supervisors should be aware of the fact that requiring medical certification for absences of four (4) or more days may result in employees incurring costs to see a doctor.
- F. If an employee has been placed on official leave use restriction, leave use restriction letters will be for no more than three (3) consecutive months. The supervisor will document the employee's use of leave during the leave restriction period. If the information shows that there has been no abuse of sick leave usage for the restricted period, the supervisor will remove the restriction. If the employee's behavior has not changed the supervisor may extend the restriction for three (3) more months or take other appropriate action.
- G. The Parties agree that they will actively encourage employees to use sick leave in a responsible manner by avoiding unnecessary unplanned absences which may result in increased costs and loss of productivity.
- H. Except in unusual circumstances, for example misrepresentation or fraud, leave that has been approved should not be used as the sole basis for disciplinary action against an employee.

Section 5. Leave Including FMLA for Maternity/Paternity Reasons

- A. A female employee unable to work because of pregnancy, childbirth, or newborn care will be entitled to approved absence from duty on sick leave for the period she is incapacitated for duty and additional approved absence from duty on annual leave or leave without pay for a reasonable period of time.

- B. A male employee requesting absence from duty for paternity reasons will be granted up to the maximum amount needed and allowed by law unless a serious workload problem would result from his absence.

Section 6. Approved Absences

- A. Blood Donations: Employees who donate blood during duty time will be excused for the purpose of donating the blood.
- B. Conferences, Conventions, and Professional Meetings: Employees may be excused without charge to leave to attend conferences, conventions, or professional meetings if the subject matter is related to the general scope of the functions they are performing and benefit is expected to be derived by GSA.
- C. Official Time for Union Representative Attendance at AFGE National Conventions.
 - 1. The Parties acknowledge that AFGE National Conventions primarily involve internal union business and that, other than to the extent specifically agreed here, official time is not appropriate for the attendance of Union representatives at the conventions. Union representatives may be granted annual leave to attend the conventions in accordance with Article 26, Section 2.
 - 2. Within thirty (30) days after the convention has ended, the National Council President will provide to the Labor Relations Director written documentation describing workshops and/or training sessions which constitute Union-sponsored training in accordance with Article 6, Section 7 of the National Agreement, and the names of those Union representatives who attended the workshops or training sessions. The Director will notify the respective Regional Labor Relations Officers (RLROs) of the official time authorized for the Union representatives, and the RLROs will notify the supervisors of the Union representatives in order to ensure that the official time is granted retroactively.
 - 3. Official time for travel to and from the conventions is not authorized.

Section 7. Unauthorized Absence

An employee who fails to report for duty and has not received supervisory approval for leave will be carried on Absence Without Leave (AWOL) status for timekeeping purposes. AWOL in and of itself will not be considered a disciplinary action, but could lead to disciplinary action being taken. An employee has a right to submit information to his/her supervisor related to a charge of AWOL. The supervisor will determine whether there is reasonable cause based on the information submitted to approve retroactively the request for leave.

Section 8. Leave Without Pay (LWOP)

- A. LWOP is a temporary non-pay status and absence from duty, which must be requested by the employee.
- B. Approval of LWOP is a matter of Management discretion, and approval will be based on consideration of the benefit which will result to the Government. LWOP should not be approved unless there is a reasonable expectation that the employee will return to duty at the end of the approved period.
- C. Requests for extended LWOP for ten (10) or more workdays must be accompanied by a written reason from the employee.
- D. The Agency agrees to approve LWOP for any employee elected to a paid position as an officer of AFGE Council 236 or as a National Officer of the AFGE Union for the purpose of serving full time in the elected position. LWOP will be for a period concurrent with the term of office of the elected official and will be automatically renewed by the Agency upon notification in writing from the elected official that he/she has been reelected and wishes to continue in a leave without pay status. Upon return to duty, the employee will be restored to a job of like grade and pay for which he or she qualifies.

Section 9. Continuous Duty Employees

When a continuous duty employee or an employee whose position requires continuous coverage is unable to report to work because of sickness or an emergency, he/she must notify the appropriate official as designated by Management at least one (1) hour in advance of his/her scheduled reporting time.

Section 10. Voluntary Leave Transfer Program

The Voluntary Leave Transfer Program will be administered in a fair and equitable manner, in accordance with the Time and Leave Administration Handbook as follows:

- A. The program is intended to be used for medical conditions in which the employee faces serious economic consequences because of LWOP.
- B. To be eligible to be a recipient, an employee must be expected to take at least twenty-four (24) hours of leave without pay because of a medical emergency. This LWOP does not have to be continuous. This unpaid leave minimum is the only factor considered in determining whether the applicant's medical emergency is likely to result in a substantial loss of income.
- C. Medical emergencies of an approved recipient must meet minimum criteria established in the Agency and OPM regulations.

- D. Employees must voluntarily apply or have an authorized representative apply in writing to the appropriate Servicing Human Resources Office through the potential recipient's supervisor, who will provide the potential leave recipient with the application form listed in the Time and Leave Administration Handbook.
- E. The potential recipient's immediate supervisor will provide the necessary information required on the employee's application form and forward it to the Servicing Human Resources Office within three (3) work days of receipt.
- F. Based on the application, any required documentation, and OPM policy, the Servicing Human Resources Office must:
 - 1. Note the date the recipient application was received in the Servicing Human Resources Office;
 - 2. Review the information on the application and certify that the applicant meets minimum OPM requirements established under applicable regulation and this Agreement; and if these minimum requirements are met, forward the certified application to the deciding official within three (3) work days of receipt of application for approval.
- G. If the Servicing Human Resources Office finds that the applicant, according to the information on the application, does not meet minimum requirements of OPM or GSA regulations, it must return the uncertified application to the applicant within five (5) work days with a statement of the reasons why the requirements have not been met and what, if anything, may be done to meet them before re-application.
- H. Medical emergencies are approved or denied by the deciding official based on their merits, upon review of the recipient's application, employee records and medical certification(s).
- I. If the recipient's application is disapproved, the Servicing Human Resources Office will notify the applicant in writing of the disapproval within ten (10) work days of receipt and any reasons for disapproval.
- J. If the recipient's application is approved, the Servicing Human Resources Office will notify the applicant of the approval within ten (10) work days of receipt and inform the recipient that approved donors may transfer annual leave to the recipient's leave account.
- K. Upon approval of a recipient's application, the Servicing Human Resources Office will advertise the applicant's situation through appropriate means in order to generate donations to the recipient's leave account.

In witness, the representatives of the respective Parties have affixed their signatures to this Agreement, which is effective October 25, 2011.

For the General Services Administration:

(b) (6)

Susan E. Scheider
Chief Negotiator

(b) (6)

Michael D. Mann
Employee & Labor Relations Specialist
Region 10

(b) (6)

Paul A. York
Labor Relations Specialist
Labor Relations Division

(b) (6)

Shana K. Kugelmann
Employee & Labor Relations Specialist
Region 2

(b) (6)

Michael S. Gelber
FAS Regional Commissioner
Region 9

(b) (6)

Patricia J. Roberts
Manager, PBS Organizational Resources
Region 9

(b) (6)

Mary A. Riwwe
PBS Regional Commissioner
Region 6

(b) (6)

Michael A. Tylas
Deputy Chief People Officer
Central Office

(b) (6)

Kelly A. Morrison
Joint Note Taker

Approved:

(b) (6)

Martha Johnson
Administrator
General Services Administration

For the American Federation of Government
Employees (AFGE Council 236):

(b) (6)

Bruce G. Williams
Chief Negotiator

(b) (6)

Margaret E. Lien
Executive Vice President

(b) (6)

Robert P. Harnois
Secretary-Treasurer

(b) (6)

Jennifer L. Dunbar
Regional Vice President
Region 1

(b) (6)

Alfred E. Davis, Jr.
Regional Vice President
Region 5

(b) (6)

Karen M. Gingsby
Regional Vice President
Region 6

(b) (6)

Stephen R. Hahn
Regional Vice President
Region 8

Aquila H. Brock
Regional Vice President
Region 7

Approved:

John Gage
National President
AFGE